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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

DELAWARE CITY SCHOOL DISTRICT

BOARD OF EDUCATION

AND THE

**UNITED ELECTRICAL, RADIO AND MACHINE WORKERS
OF AMERICA (UE)**

EFFECTIVE

July 1, 2014 Through June 30, 2016

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22 **ARTICLE 3**

23 **DEFINITIONS**

- 24 A. Labor Agreement – negotiated contract between the Employer and the Union;
- 25 B. Board of Education, Employer, District – The Delaware City School District Board of Education,
26 its members, administrators, Superintendent, and its authorized supervisors;
- 27 C. Employee – An employee of the Delaware City School District who is included in the
28 Bargaining Unit as described in Article II, Union Recognition;
- 29 D. Day – A calendar day;
- 30 E. Work day – Any day during which a bargaining unit member is regularly scheduled to work,
31 with the exception of holidays as defined in this Labor Agreement or the day(s) that such
32 holiday(s) are actually observed;
- 33 F. Union, UE, exclusive bargaining representative – The United Electrical, Radio, and Machine
34 Workers of America (UE) and Local 799, United Electrical, Radio and Machine Workers of
35 America (UE);
- 36 G. Steward, Local Union Officer - A representative of the union, who is employed by the Delaware
37 City School District Board of Education.
- 38 H. ORC – refers in general to the body of law known as the Ohio Revised Code.

39 **ARTICLE 4**

40 **COMPLIANCE CLAUSE**

41 This Agreement supersedes and replaces any conflicting provisions of the Ohio Civil Service Code
42 governing the employment of non-certificated employees.

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ARTICLE 5

EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

- A. The Board will provide equal employment opportunities in compliance with applicable federal, state and local laws.
- B. The Employer and the Union agree that there shall be no discrimination because of race, color, sex, sexual orientation, age, marital status, religious belief, creed, national origin, disability, military status, ancestry, immigration status, or membership or non-membership in the Union with respect to the application of any provision of this Agreement.

ARTICLE 6

SUPERVISORY AUTHORITY

- A. Supervisors
The Board reserves the right to hire, assign and designate all supervisors, including immediate supervisors. "Supervisors" are defined as those Board administrators who have the authority to implement or effectively recommend supervisory actions, including but not limited to, the hire, promotion, transfer, suspension or discharge of employees. "Immediate supervisors" are defined as those persons with direct supervisory authority, including but not limited to the authority to conduct evaluations, over one or more employees. The Board will provide the Union with a list of immediate supervisors by October 1 of each school year. Employees shall not serve as supervisors or immediate supervisors over other employees.
The Board reserves the right to require employees, such as Head/Assistant Head Custodians, Head/Assistant Head Cooks, or Head Mechanic, to assign or direct other employees. Such employees may, at the Employer's sole discretion, authorize overtime and prepare/review the time sheets for employee(s) he/she directs prior to submission to the Treasurer's office.

66 B. Evaluations

67 Employees shall not be required to evaluate other employees. However, employees, such as
68 Head/Assistant Head Custodians or Head/Assistant Head Cooks or Head Mechanic, may be
69 required to provide assistance to supervisors in the preparation of evaluations.

70 **ARTICLE 7**

71 **UNION REPRESENTATION**

72 A. Duties: The Union shall represent all bargaining unit employees equally and without
73 discrimination regardless of their membership or non-membership in the Union.

74 B. Stewards: The Union may designate Stewards at each school building or physically separate
75 establishment, work area, or shift worked. The Union may also designate one (1) Chief Steward
76 for the bargaining unit. The Chief Steward and any other Union Steward shall be identified by
77 name and location in writing to the Superintendent not later than one (1) week following the
78 selection of such Stewards and Chief Steward.

79 All employees will be afforded the opportunity of Union representation at all conferences at
80 which the employer and/or the Board reasonably believe that disciplinary action may result. If a
81 Union Steward attends a grievance meeting at any step of the procedure or at a disciplinary
82 conference, such Steward/Chief Steward shall be provided release time, if needed, in connection
83 with attending the meeting/conference.

84 C. Union President: The President of the Local, or in his/her absence, the Vice-President shall have
85 the privileges accorded to Union Stewards.

86 D. Access to Workplace: Official UE International Representatives or Field Organizers may consult
87 with employees before or after the completion of the employee's work day and shall be permitted
88 access to work areas at such times only for the purpose of adjusting grievances, assisting in the
89 settlement of disputes, and for the purpose of effectuating the provisions and terms of this

90 Agreement. Such UE International Representative or Field Organizer shall, after entering a
91 building during normal work hours, first inform the head supervisory person in the building of
92 his/her presence. Annually, not later than November 15th, the Union shall supply the Board with
93 a list of authorized field representatives, Union Stewards, and Local Officers (including, but not
94 limited to, President, Vice President and Secretary/Treasurer), which list shall be kept current by
95 the Union. The Board shall furnish to the Local Union the names of all Board members,
96 administrators and supervisors in charge at all work locations.

97 E. Use of Buildings and Equipment: The Union shall have the right to use buildings for Union
98 meetings after the conclusion of the teacher workday. Meetings shall be scheduled with the
99 appropriate supervisor/principal to avoid conflicts with school activities or previously scheduled
100 meetings or events. The Board will charge the Union only for custodial overtime cost, if any,
101 which is reasonably incurred as a result of such meeting.

102 The Union shall also have access to school copying equipment for the duplication of meeting
103 notices and other postings for its members.

104 F. District Mail Services and Bulletin Boards: The Union has the right to use regular intra-district
105 mail service. The Board shall also supply space on bulletin boards in school offices and
106 teachers' lounges, and break rooms for Union-related communications and notices.

107 G. Financial Information: On an annual basis, the Board shall supply the Union with one copy of
108 the budget and the annual appropriations as soon as practical.

109 H. Access to the Board of Education:

110 1. The Board shall provide the Union President with a hard copy of its complete agenda and
111 relevant public documents prior to a Board meeting (at the same time the Board members
112 are provided their copies) and through the use of the District website or electronic

113 bulletin board. The Board shall also provide approved Board minutes once they are
114 published.

115 2. The Local Union President or his/her designee may address agenda items at Board
116 meetings following a written request concerning those subjects. The request shall be in
117 response to the Board agenda and shall be received by the Superintendent or designee
118 prior to the regularly scheduled Board meeting.

119 I. Union District Council and Convention Leaves of Absence: The Union shall have the right to
120 one (1) paid Union leave day for each elected delegate (no more than 2) to attend a UE District
121 meeting. Unpaid leaves shall be granted for each elected delegate (no more than 2) to the UE
122 National Convention or other UE related event (for up to five school days). Employees desiring
123 to use UE leave will provide at least ten (10) days prior written notice to their supervisor(s).

124 ARTICLE 8

125 DUES DEDUCTION/FAIR SHARE FEES

126 A. During the term of this agreement, the Employer agrees to deduct regular union dues and
127 initiation fees on a bi-weekly basis (24 pay periods), from the wages of each employee who
128 authorizes such deduction in writing on an official Check-Off Authorization Form supplied by
129 the Local Union.

130 B. The Employer shall remit the amount of dues so deducted to the Local Union's Financial
131 Secretary-Treasurer on a monthly basis, along with a report listing the names of all individuals
132 from whom it deducted dues. Not later than two (2) weeks following the effective date of this
133 Agreement, the Local Union shall notify the Board as to the correct amount of Union dues.
134 Thereafter, the Local Union's Financial Secretary-Treasurer shall notify the Board of any
135 increase or decrease in the dues on the fifteenth (15th) day of the month proceeding the month in
136 which the dues increase or decrease is effective.

137 C. In accordance with Section 4117.09-C, the Employer shall, within sixty (60) days following the
138 beginning of employment or the effective date of this Agreement, whichever is later, deduct
139 from all employees who have not submitted a Check-Off Authorization Form, fair share fees as a
140 condition of employment with the Employer. (Employees hired on or before April 1, 1999 and
141 who have not become members of the Union prior to July 1, 1999, shall be exempted from the
142 payment of fair share fees, which are otherwise required by this provision, except as provided
143 below. An exempted employee who voluntarily becomes a member of the Union forfeits such
144 exemption. Effective the beginning of the 2011-12 school year, any employee who has been so
145 exempted shall no longer be exempted and shall be required to begin paying fair share fees. The
146 Union shall notify the Employer of the fair share fee amounts and changes in the amounts of fair
147 share fee in the same manner as notification of amounts and changes in dues deduction. Fair
148 share fees shall be deducted from the payroll checks of the employees in the same manner as
149 regular membership dues are deducted and forwarded by the Employer to the Union, except that
150 written authorization for deduction of fair share fees is not required.

151 D. The Union shall indemnify the Board, its members and its administrative and supervisory
152 personnel and hold them harmless, from any and all liabilities arising legal actions or
153 administrative claims resulting from the Board's actions to comply with the express written
154 provisions of this Article.

155 E. No other employee organization shall be granted or allowed to maintain payroll deduction for
156 employees covered by this Agreement.

157 **ARTICLE 9**

158 **BOARD OF EDUCATION RIGHTS**

159 A. Unless agreed otherwise in this Collective Bargaining Agreement, the Board of Education retains
160 its right and responsibility to:

- 161 1. Determine matters of inherent management policy, which include, but are not limited to
162 areas of discretion or policy such as the functions and programs of the Board, standards
163 of school services, its overall budget, utilization of technology, and the School District
164 organizational structure;
- 165 2. Direct, supervise, evaluate or hire employees;
- 166 3. Maintain and improve the efficiency and effectiveness of Board operations;
- 167 4. Determine the overall methods, process, means or personnel by which school district
168 operations are to be conducted;
- 169 5. Suspend, discipline, demote or terminate for just cause, or lay-off, recall, transfer, assign,
170 schedule, promote, or retain employees;
- 171 6. Determine the adequacy of the work force;
- 172 7. Determine the overall mission of the School District;
- 173 8. Effectively manage the work force;
- 174 9. Take actions to carry out the mission of the School District.

175 **ARTICLE 10**

176 **HOURS OF WORK AND OVERTIME**

- 177 A. The hours and location of work will be assigned by the Employer. Breaks will be assigned by
178 the supervisor. Neither this Article nor any other provision of this Agreement shall be construed
179 as a guarantee of hours per day or per week.
- 180 B. Each employee will be paid at the rate of one and one-half (1-1/2) times his or her regular hourly
181 rate (or, if applicable, the trip or banquet rate) for all hours worked in excess of forty (40) hours
182 in any one week. For purposes of this Article only, all hours paid shall be counted as "hours
183 worked." Overtime is not to be worked unless it is pre-approved in advance or assigned by the
184 employee's immediate supervisor, the Superintendent or other administrator. For purposes of

185 calculation, the workweek begins 12:01 a.m. on Wednesday and ends the following Tuesday at
186 midnight 12:00.

187 1. All custodial, maintenance and mechanic overtime shall be distributed by rotation within
188 each classification (custodial, maintenance and mechanic) at each building, beginning
189 with the most senior employee in the classification at the building; provided that, the
190 employee next in the rotation is qualified to perform the required overtime work. If all
191 the employees in the building refuse the event extra hours as offered, the supervisor will
192 offer the extra hours to an employee having the needed skills and experience.

193 C. Breaks

194 Each employee who works more than four (4) hours in one day shall receive one (1) paid fifteen-
195 minute break. Food service employees may use their break as a duty-free lunch. An employee
196 who works more than seven (7) hours in any one day shall be entitled to two (2) paid fifteen-
197 minute breaks. Maintenance and custodial employees shall have an unpaid thirty (30) minute
198 lunch break. The breaks may be scheduled by the Board and may not be used to increase or
199 decrease the employee's scheduled workday.

200 D. Call-in Pay

201 With the exception of bus drivers who are paid for the actual time of their trip or event,
202 employees who are called to work outside of their regular shift shall be paid no less than two (2)
203 hours ("call-in pay"). Employees called in due to building emergencies (excluding routine
204 building services such as security monitoring) will be paid call-in pay at the rate of time and one-
205 half.

206 E. If the County declares a Level 3 weather emergency, no employee will be disciplined for not
207 coming to work.

208 F. Non-school Days

209 It is understood that, on non-school days, the District will run only the number of buses needed
210 to transport students to extra education facilities. Bus drivers that service the extra education
211 facilities shall be given the first opportunity, by seniority, to drive these routes. If the most
212 senior regular driver is unable/unwilling to perform these duties, the routes will be offered to the
213 other drivers who regularly service the facility in seniority order. If routes still remain open, the
214 open routes will be offered to the remaining route drivers in seniority order.

215 ARTICLE 11

216 SALARIES

- 217 A. Classifications and Rates: The Employer and the Union agree to maintain the job titles and rates
218 for each job listed in Appendix A. for the duration of this Agreement.
- 219 B. Step Schedules: Advancement from the initial step of each job to the top step listed for each job
220 title shall be automatic, in accordance with negotiated schedules contained in Appendix A of this
221 agreement. No employee will be advanced on the salary schedule unless that employee has
222 completed at least one hundred twenty (120) days of service in the prior step as of July 1 of any
223 year. Step schedule increases, when applicable, shall be remitted to employees in the first full
224 pay period which is paid on or after August 1 of each year. The Board will determine new
225 employees wage step, based upon applicable experience, not to exceed step five. Newly hired
226 employees shall be required to successfully complete the probationary period before becoming
227 eligible to be advanced to the next step on the Step schedule.
- 228 C. Pay Increase Upon Transfer: Whenever a bargaining unit member is transferred, promoted or
229 assigned to a job with a higher top pay than his/her present job, such employee shall be placed at
230 the step-rate which does not result in a loss of pay (exclusive of general or unit-wide pay raises)
231 from the position he/she previously held. The Dispatcher shall be paid at the applicable bus
232 driver step and rate for time spent driving a bus pursuant to assignment.

- 233 D. July 1, 2014 Wage Increase: Two and one- quarter percent (2.25%) wage increase on July 1,
234 2014 for the 2014-2015 school year, July 1, 2015 increase wages by two percent (2.0%).
235 In addition, effective July 1, 2014, add a one-time adjustment of \$0.25 per hour for Cooks-
236 Cashiers, Custodians, Custodian-Asst. Head and Custodian-Head, on each step from Step 1 up to
237 and including Step 10 on the salary schedule.
238 If any other group receives a larger percentage increase on their base rate, the UE will be granted
239 the same increase.
- 240 E. Longevity: Members shall receive an annual lump sum payment of \$300 to be paid in October
241 following completion of their twenty-first (21st) year.

242 **ARTICLE 12**

243 **PAYROLL**

- 244 A. Employees shall be paid in accordance with Appendix A of this Labor Agreement. An employee
245 will be paid his or her hourly rate as provided in the Wage and Step Schedules of this Labor
246 Agreement as well as any applicable overtime premiums.
- 247 B. Employees shall be paid for all hours worked (including sick days, holidays or any other paid
248 leave) plus overtime, if any, for the preceding pay period. This payroll schedule will result in
249 equal pays, payable twenty-four (24) times per year on the 5th and 20th of the month.
250
- 251 C. If a payday falls on a holiday, employees will be paid on the workday immediately preceding the
252 holiday. If the schools are closed on a payday due to a calamity day or other extraordinary
253 circumstances, such as a bomb threat, the payday shall occur on the next workday that the
254 schools are open.
- 255 D. Effective September 30, 2012, all employees will be paid utilizing direct deposit to the banking
256 institution of their choice.

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ARTICLE 13

259

GRIEVANCE PROCEDURE

260 The following definitions and terms apply to this Article:

261 A. A "grievance" is a claim by an employee that the Employer has violated, misinterpreted or
262 misapplied a term of this written Agreement, Board policy or administrative rules that directly
263 affect employees. To be valid and subject to processing under this procedure, all grievances
264 must:

- 265 1. be in writing;
- 266 2. state the facts giving rise to the alleged violation;
- 267 3. state the date on which the alleged violation occurred; and,
- 268 4. must specifically identify, by Article and Section, any and all provisions of this
269 Agreement, policy or administrative rule alleged to be violated.

270 Any grievance not meeting the foregoing criteria will be returned to the grievant and/or the
271 Union with an explanation of the deficiency. When a deficient grievance is returned, the
272 grievant will be afforded an additional three (3) days to submit a timely grievance. Such
273 extension shall be in writing.

274 B. A "grievant" is the employee or group of employees that files a grievance, or the Union.

275 C. If an employee fails to file a written grievance at Step 1 by the stated deadlines or fails to
276 advance a grievance to the next step by the stated deadlines, then the grievance shall be
277 considered waived unless the parties have agreed, in writing, to extend the deadlines.

278 D. If the Employer fails to hold a meeting or to respond to a grievance by the stated deadline, the
279 employee is entitled to appeal to the next step.

280 E. An employee may be accompanied at any stage of the grievance procedure by a representative of
281 the Local.

282 F. Prior to Step 1 of the grievance procedure, the LMC approved grievance form will be completed
283 by the grievant or the union representative and submitted to the Union committee.

284 The timelines set forth in the grievance procedure may be extended by mutual agreement in
285 writing. Alternatively, if the person identified to hear the grievance appeal is not available, the
286 UE may extend the timeline or may request that the grievance be heard by a designee.

287 The following procedure will be used in processing a grievance:

288 Formal Grievance: STEP 1: The grievant or union representative shall, within fifteen (15) work days of
289 when the grievant or union representative knew or should have known of the occurrence that gives rise
290 to the grievance, file a written grievance with his/her immediate supervisor. A meeting shall be held
291 between the immediate supervisor, the union representative and the grievant within five (5) work days of
292 the filing of the written grievance. The immediate supervisor shall give his/her answer in writing within
293 fifteen (15) work days of the grievance hearing.

294 STEP 2: If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the Union
295 may appeal to Human Resources Manager by filing a written appeal of the grievance within five (5)
296 work days of the employee's receipt of the supervisor's response. The Human Resources Manager shall
297 hold a meeting with the Union's grievance committee and the grievant to discuss the grievance and its
298 possible resolution within ten (10) work days of submission of the notice of appeal. The Human
299 Resources Manager shall make a written response to the appeal within five (5) work days of the
300 meeting.

301 STEP 3: If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the Union
302 may appeal to the Superintendent by filing a written appeal of the grievance within five (5) work days of
303 the employee's receipt of the Step 2 response. The Superintendent shall hold a meeting with the

304 Union's grievance committee and the grievant to discuss the grievance and its possible resolution within
305 ten (10) work days of submission of the notice of appeal. The Superintendent shall make a written
306 response to the appeal within five (5) work days of the meeting.

307 STEP 3a: For any grievance that is unresolved at Step 3 and that is not subject to Step 4 –
308 Arbitration (below), the Union may submit a written notice to the Board that it wishes to be
309 heard on the grievance at the next Board meeting. Any grievance that may be heard in Executive
310 Session pursuant to R.C. 121.22(G) will be heard in Executive Session. Any other grievance not
311 falling within one of the statutory purposes for an Executive Session may be discussed at a
312 meeting between Union representatives and one (1) or two (2) Board members on a date
313 mutually agreed between the parties.

314 STEP 4: Arbitration or Terminal Step:

315 a. Suspensions of More Than Three (3) Days or Discharge: any grievance that remains
316 unsettled after the conclusion of the procedures described about in Step 3 that involves a
317 suspension of more than three (3) days or discharge may be submitted to final and
318 binding arbitration upon written request of the Union within fifteen (15) days after receipt
319 of the Board's decision in Step 3. Unless otherwise agreed by the Board and Union, and
320 the issue is stipulated by the parties, no other grievances shall be submitted to arbitration.
321 The arbitrator shall be selected from a panel of seven (7) supplied by the Federal
322 Mediation and Conciliation Services (FMCS) with each party alternately striking one
323 name. The remaining arbitrator shall hear the grievance. The arbitrator shall have no
324 power or authority to add to, subtract from or in any manner change the terms and
325 conditions of this Agreement. The award of the arbitrator shall be final and binding on
326 the Board, the Union and the Grievant(s). The fees and expenses shall be shared equally

327 by the Board and the Union. If either party requests that a transcriber or court reporter
328 record the hearing, the party requesting the transcript shall bear the cost of such services.
329 b. For any grievance involving a discharge or suspension of more than three (3) days (with
330 or without pay), the grievance shall be initiated at Step 3 no later than five (5) work days
331 following the employee's receipt of the notice of termination or suspension by Board
332 resolution.

333 **ARTICLE 14**

334 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

- 335 A. No employee shall be disciplined or discharged except for just cause.
- 336 B. The Employer shall inform an employee of his/her right to Union representation at any
337 conference or discussion which may lead to or involve potential disciplinary action. If the
338 Employer reasonably determines that the employee's continued employment prior to the
339 conference poses a danger to persons or property, it may place the employee on suspension for
340 up to three (3) days pending the conference to determine disciplinary action. The issue of
341 payment for such suspension shall be determined at such disciplinary conference. Except as
342 noted herein, an employee shall also have the right to consult with his/her Union Steward before
343 he/she is required to leave the workplace.
- 344 1. Results of any pre-disciplinary meeting shall be disclosed to the employee and to the
345 Local Union within twenty (20) work days of the date of the meeting, except in instances
346 where the Board is unable to complete the investigation within that time. The Board shall
347 notify the employee and the Local Union when a result cannot be provided within twenty
348 (20) work days of the meeting and shall give an estimated time for the result.
349 In the event the twenty (20) work day period extends past the last day of the school year,
350 the twenty (20) day period shall be suspended for the summer and shall resume on the

351 first day of the next school year. If, however, the employee performs any work for the
352 District in the summer months, the twenty (20) day period will not be suspended.

353 2. Employees and the Union President shall be informed of allegations of misconduct that
354 lead to termination, including the identity of any person providing a statement of the
355 misconduct that formed the basis of the Board's decision.

356 C. All disciplinary warnings or suspensions shall expire after two (2) years if the employee has had
357 no further disciplinary action in the interim. Once such a disciplinary action has expired, the
358 Board shall not raise such disciplinary action in conjunction with any future employee
359 disciplinary action at any time.

360 ARTICLE 15

361 SENIORITY, VACANCIES, AND TRANSFERS

362 A. Seniority

363 1. The Board and the Union recognize the principle of seniority.

364 a. Employees on an approved leave of absence shall retain all lawful rights of
365 seniority as provided by this Article.

366 b. Employees who resign or are terminated for cause forfeit all seniority.

367 c. For the purpose of layoff, recall and job transfer, the following seniority groups
368 apply:

369 i. Food Service

370 ii. Maintenance

371 iii. Custodial

372 iv. Transportation

373 B. Probationary Periods

374 1. New employees shall have no seniority status until they have completed a probationary
375 period of ninety (90) workdays, after which their seniority begins from the date of hire.
376 By mutual agreement, the Union and Superintendent may agree to extend the
377 probationary period for an additional thirty (30) days.

378 2. The Board of Education may terminate an employee at any time and for any reason during
379 the probationary period.

380 3. The Board will determine new employees wage step, based upon applicable experience, not
381 to exceed step five.

382 C. Vacancies and Transfers

383 1. When the Board creates a new position or fills a vacancy in an existing position, the
384 position shall be posted for not less than five (5) workdays in all school buildings and on
385 the District internal computer system before being filled. The Union President will be
386 notified when the Board creates a new position, fills a vacancy, decides not to fill a
387 vacancy or makes a significant change to the job duties of an existing position.

388 2. The job posting shall include a job description, wage scale and required skills.
389 Information regarding posted positions will be made available through the staff resources
390 section of the District website.

391 3. Any employee who wishes to apply for a transfer may do so in writing or online within
392 the five (5) day posting period. Any employee also may "pre-apply" in writing or online
393 at any time for one or more future vacancies by notifying the Board in writing provided
394 that any pre-application will lapse at the end of each school year and must be renewed at
395 the beginning of the next school year to be eligible for consideration during that year. If
396 an employee refuses a job outside of his/her department for which he/she pre-applied, the
397 employee gives up his/her pre-apply rights for that job in that application year.

- 398 4. Employees within the same seniority group as the vacancy shall have priority for the
399 vacancy over all applicants. The Superintendent or designee shall interview all
400 candidates within the seniority group who are interested in transferring. The employee
401 with the highest seniority that meets the minimum job qualifications posted shall be
402 awarded the position.
- 403 5. If the position is not filled by an employee within the same seniority group, the
404 Superintendent or designee shall interview employees from other seniority groups. The
405 employee with the highest seniority that meets the minimum job requirements shall be
406 awarded the position. Employees may bid on a position as a second job provided that,
407 the position does not conflict with the employee's present hours of work and that will not
408 result in the employee being scheduled for more than forty (40) hours of work in a week.
- 409 6. If no employee is selected to fill the position, the Board may hire an outside applicant.
- 410 7. An employee who transfers into a promotion shall experience no loss of pay resulting
411 from the transfer. An employee who bids on a lower-rated job and thereby transfers into
412 a demotion shall be placed on the salary schedule step that is commensurate with the
413 employee's seniority.
- 414 8. An employee who transfers to a new or vacant position shall have the right to return to
415 his/her previously held position within fifteen (15) workdays. The Board of Education
416 also shall have the right within fifteen (15) days to return an employee to his/her
417 previously held position. The above mentioned fifteen (15) days shall begin the first day
418 the member starts the new position.

419 **ARTICLE 16**

420 **LAYOFF AND RECALL**

- 421 A. Whenever it becomes necessary to reduce the number of employees in a seniority group due to
422 the abolition of a position caused by lack of funds or lack of work, probationary employees in
423 that seniority group shall be laid off first. Layoff of employees shall be made in the inverse
424 order of seniority.
- 425 B. Within a seniority group, the employee with the lowest seniority in that group affected shall be
426 the first laid off, provided that the remaining employees are able to perform the work within that
427 group. If further layoffs are necessary, the same procedure shall continue to be used.
- 428 C. An employee laid off under the above provision shall have the right to bump an employee in any
429 seniority group on the basis of seniority, provided that the employee meets the minimum
430 qualifications of the position to which he/she seeks to bump.
- 431 D. A laid off employee will be eligible for recall and shall receive a written notice of such recall to
432 his/her last known address on file with the Human Resource office. It shall be the responsibility
433 of each employee to keep the Human Resource office informed of his/her current address.
- 434 E. An employee on layoff shall maintain recall rights for a period of two (2) years from the date of
435 layoff.
- 436 F. In refilling vacancies caused by layoffs, employees shall be recalled in the reverse order of
437 layoff.
- 438 G. Notice of recall to a laid off employee shall be sent by receipted written correspondence to the
439 employee's last known address as listed in the Human Resource office. The employee shall have
440 five (5) working days after receipt of the notice to notify the Superintendent of his/her intent to
441 return to work and five (5) more working days to return to work. Receipt of the recall notice
442 means the date of the receipted delivery. If the employee moved and did not provide the Human
443 Resource office with a forwarding address, the attempted date of delivery on the notice shall be
444 the receipt of notice.

445 H. If the employee does not return to work within the time limits stated above, his/her name will be
446 removed from the layoff list and he/she shall be considered as resigning from his/her
447 employment.

448 **ARTICLE 17**

449 **HOLIDAYS**

450 A. Twelve-month employees will be paid their regular per diem rate for the following holidays.

451	New Year's Day	July 4 th
452	Martin Luther King Day	Labor Day
453	Presidents' Day	Thanksgiving
454	Memorial Day	Christmas
455	Day after Thanksgiving	Day before Christmas

456 B. Nine-month employees will be paid their regular per diem rate for all of the holidays contained
457 in Section A. except for July 4th.

458 C. All eligible employees shall receive paid holiday time off upon assignment to a position in this
459 bargaining unit. Holiday pay will be calculated based on the employee's straight-time pay rate
460 (as of the date of the holiday) multiplied by the number of hours the employee would otherwise
461 have worked on that day.

462 D. In order to be compensated for holidays, an employee must be regularly scheduled to work and
463 must actually work all his/her scheduled hours on the work day immediately before and
464 immediately after the holiday, unless the employee was on approved sick leave or vacation leave.

465 E. A recognized holiday that falls on a Saturday shall be observed on the preceding Friday. A
466 recognized holiday that falls on a Sunday will be observed on the following Monday.

467 Observance of any of the above listed holidays may be changed by the adopted school calendar.

468 UE will have representation on the calendar committee on the same basis as all other unions.

469 F. In exchange for two (2) additional days off (one day prior to New Year's Day and Jug Day) all
470 12-month employees and also those custodians who work less than 12 months are deemed
471 necessary to maintain the flow of work on snow days and other days when the schools are
472 closed. Employees who are required to work on snow days and other days when the schools are
473 closed may, at the discretion of their supervisor, leave when the work is completed and shall be
474 paid for the entire day.

475 G. An employee who performs any scheduled work during an observed holiday shall be paid his/her
476 holiday pay in addition to time and one-half (1 1/2) for all such hours worked. Any employee
477 who is called in to work on a Sunday or holiday shall be paid two times (2.0x) his/her regular
478 rate for all such hours worked in addition to holiday pay (providing it is a holiday).

479 **ARTICLE 18**

480 **VACATIONS**

481 A. Twelve (12) month employees shall earn paid vacation time. Vacation time for each year will be
482 credited on the anniversary date of hire based on the following schedule:

483 1 through 9 years of service	two (2) weeks
484 10 through 19 years of service	three (3) weeks
485 20 or more years of service	four (4) weeks

486 Employees may not transfer vacation, which was accrued, from employment with another public
487 employer.

488 B. Vacation pay shall be calculated by multiplying the number of vacation days by the number of
489 hours for which the employee is normally scheduled to work and then by the employee's
490 straight-time hourly rate at the time vacation is taken.

- 491 C. Vacation leave may be carried over to the next year provided that it does not cause an
492 employee's total vacation days to exceed two years of vacation accrual as defined by the
493 schedule in Section A. above.
- 494 D. Vacation requests shall be submitted to the employee's immediate supervisor in writing at least
495 one (1) week before the first day of the proposed vacation. The immediate supervisor reserves
496 the discretion to waive this advance request requirement. The Employer reserves the right to
497 limit the number of employees who may take vacation at any particular time. The number of
498 employees from any single department (custodial, maintenance, transportation) who may be on
499 vacation and/or personal leave simultaneously may not exceed one employee or 10% of the
500 twelve month employees in that department who report to the same building, whichever is
501 greater depending upon available coverage. Provided that the requirements of this paragraph are
502 satisfied, an employee's vacation request shall be approved absent any emergency
503 circumstances. A supervisor, at his/her discretion, may authorize vacation requests, which
504 exceed the amounts described above.
- 505 1. In the event that all employee requests for a period of vacation cannot be granted as in
506 Section D. for vacation time in the months of June, July, and August, the senior
507 employee(s) shall be approved for such vacation(s), provided that such request was made
508 prior to March 1 of that year. All other vacations shall be approved or rejected in the
509 order that the vacation request was submitted.
- 510 2. If a vacation would impair the District's ability to function, the Superintendent may deny
511 a request for more than two consecutive weeks of vacation leave for employees in the
512 following classifications: Head Custodian, Maintenance, Electrician, and Maintenance
513 Mechanical.

514 E. The smallest permissible increment of vacation leave is one-half (0.5) day. If an employee
515 wishes to request one day per week of vacation leave for three (3) or more consecutive weeks,
516 the entire request shall be made at least one week prior to the first vacation day that is taken.

517 ARTICLE 19

518 SICK LEAVE

519 A. All employees shall accrue sick leave at the rate of one and one-fourth (1 ¼) workdays per
520 month and may accumulate a maximum of fifteen (15) workdays per calendar year. Any
521 employee can transfer sick leave from previous public employment according to the provisions
522 of the ORC.

523 B. Each new employee who has no accumulated sick leave may be advanced ten (10) work days of
524 leave per the employee's contract year, to be used as needed. As the employee accrues sick
525 leave, the advanced days will be paid back at the rate of one and one-fourth (1 ¼) workdays per
526 month. Employees terminating employment prior to "paying back" the advanced days will have
527 the remaining advanced days deducted on a per diem rate at final salary settlement.

528 C. Sick leave accumulation shall appear on each employee's pay stub. Sick leave may be used in
529 minimum increments of one-quarter (1/4) day.

530 D. Sick leave may be used for absence by an employee for the following reasons or conditions:

- 531 1. Personal illness or injury, including emergency doctor or dentist appointments in
532 connection therewith.
- 533 2. Pregnancy.
- 534 3. Exposure to contagious diseases that could be communicated to others.
- 535 4. Illness or death in the employee's immediate family. Immediate family consists of
536 husband, wife, domestic partner, son, daughter, father, mother, brother, sister, brother-in-
537 law, sister-in-law, parents-in-law, son-in-law, daughter-in-law, grandparents,

538 grandchildren, nephew, niece or anyone who virtually held the position of immediate
539 family, including but not limited to the son, daughter, father, mother, brother, or sister of
540 a domestic partner.

541 “Domestic partner” is defined to mean any of the following:

- 542 a. The member and domestic partner have a municipal domestic partnership registration;
- 543 b. The member and domestic partner have a state domestic partnership registration;
- 544 c. The member and domestic partner have a state civil union license;
- 545 d. The member and domestic partner have a state marriage license;
- 546 e. The member and domestic partner have a marriage license issued in a country other
547 than the United States;
- 548 f. The member and domestic partner must have a committed relationship of mutual
549 caring which has existed with cohabitation for at least twelve (12) months and who
550 can demonstrate financial interdependence; neither the member nor the domestic
551 partner are in a domestic partnership, civil union, or marriage with someone else; the
552 member and domestic partner are not related by blood any closer than would
553 normally prohibit legal marriage; and the member and the domestic partner are not
554 otherwise able to marry under the laws of Ohio.

555 Financial interdependence may be demonstrated in multiple ways, including but not
556 limited to three (3) or more of the following:

- 557 1) Joint ownership of real estate property or joint tenancy on a residential lease;
- 558 2) Joint ownership of an automobile;
- 559 3) Joint bank or credit account;
- 560 4) Joint liabilities (e.g., credit cards or loans);
- 561 5) A Will designating the domestic partner as primary beneficiary;

- 585 4. The employee has exhausted all accrued sick leave, personal leave and vacation leave and
586 experiences a death in the family that qualifies for sick leave under Article XIX.D.4
- 587 B. The Union or the employee requesting a sick leave transfer shall submit a written request to the
588 Superintendent or designee for approval. Final approval for such sick leave transfer shall only be
589 granted after the Union or requesting employees have submitted written authorization(s) from
590 employees who have agreed to donate such sick days. Request and authorization forms shall be
591 provided by the Board.
- 592 C. When approved by the Superintendent or designee, the Treasurer shall deduct one (1) transferred
593 sick leave day from the accrued and unused sick leave of the transferor for each sick leave day
594 that is credited to the eligible transferee. No employee may receive, by way of transfer, more
595 than forty (40) sick leave days in any fiscal year; no employee may donate, by way of transfer,
596 more than one (1) sick leave day per fiscal year to a specific employee; and no employee may
597 donate more than four (4) sick days during any fiscal year.

598 **ARTICLE 21**

599 **PERSONAL LEAVE**

- 600 A. Each employee shall be entitled to three (3) days of unrestricted personal leave per school year.
601 Unused personal leave shall not accumulate from year to year, except as set forth in section G.
602 below. Employees hired after the beginning of the school year will accrue personal leave in one-
603 fourth (1/4) day increments at the rate of one-fourth (1/4) day per month based on time served
604 during the initial year of employment.
- 605 B. Requests for personal leave shall be provided in writing using the appropriate form to the
606 immediate supervisor at least five (5) workdays prior to the leave being requested. The
607 immediate supervisor must return the personal leave form to the employee requested the leave,
608 marked approved or denied, within three (3) work days of receipt. In cases of emergency, the

609 employee should file the form if the emergency is known prior to the personal day requested. In
610 case of an emergency when it is not feasible for an employee to file a request form, the personal
611 day shall be granted once the employee retroactively files the request form.

612 C. Except in emergency situations where it is not feasible for the employee to give prior notice, no
613 leave may be taken without the prior approval of the immediate supervisor and Superintendent or
614 his/her designee.

615 D. Unrestricted personal leave may not be approved for the following reason:

616 1. When the number of employees from any single department (custodial, food service,
617 maintenance, transportation) who are on personal and/or vacation leave simultaneously
618 meet or exceed one employee or 10% of the employees in that department who report to
619 the same building, whichever is greater, depending upon available coverage.

620 E. Exceptions to the above restriction shall be made for the following reasons:

- 621 1. Emergency circumstances that require the employee to be away from work.
- 622 2. Conduct of personal legal business not involving the Board.
- 623 3. Compulsory court appearances, other than jury duty, where the Board is not a party.
- 624 4. Graduation or marriage of the employee or a relative in the "immediate family" as
625 defined in Article XIX, Sick Leave.
- 626 5. Religious holidays not included in the school calendar.
- 627 6. Death or serious illness of a close personal friend.
- 628 7. Personal obligations:
 - 629 a. Religious
 - 630 b. Transporting a family member for health care.

631 F. The smallest permissible increment of personal leave is one-quarter (1/4) day.

632 G. Employees who do not use all of their unrestricted personal leave days during the regular school
633 year may choose to (a) have these remaining days converted to sick leave days, or (b) be paid for
634 each unused personal leave day at one-half (1/2) their per diem rate subject to the limit set forth
635 below, or (c) roll over one (1) unused personal leave day to the next school year with a
636 maximum accumulation of four (4) personal leave days, except that any employee who earns
637 personal leave days through the Attendance Incentive may accumulate that additional day (e.g.,
638 if the employee earns an extra personal leave day through the Incentive Program, he/she may
639 accumulate up to a maximum of 5 days). If one personal leave day is rolled over to the next
640 school year the employee may choose (a) or (b) for the remaining days. The employee may not
641 be paid for more than three (3) personal leave days (at one-half per diem) in any one year. At
642 the option of the employee, and upon written notice provided the Treasurer not later than June
643 30, the employee may receive payment as set forth above with payment made in the following
644 September. If the Treasurer does not receive notice requesting payment, all unused personal
645 leave days shall be converted to sick leave.

646 H. **Attendance Incentive**

647 For the duration of this agreement (expiring June 30, 2016), employees shall be able to earn a
648 cash bonus equal to two (2) days at the employee's per diem rate by having perfect attendance in
649 each half of the school year (two (2) windows, one beginning July 1st and ending the last day of
650 the first semester and one beginning the first day of the second semester and ending June 30th)
651 for a total cash bonus equal to four (4) additional days of pay at the employee's per diem rate for
652 perfect attendance in the entire year. In addition, each bargaining unit member has the
653 opportunity to earn a fourth (4th) personal day if the overall attendance rate for the bargaining
654 unit exceeds ninety percent (90%) in a given year.

655 Perfect attendance means no absence for any reason (e.g. sick leave), except vacation, personal
656 leave, bereavement leave, union leave or jury duty. Employees who begin employment during a
657 designated six-month window will not be eligible for the attendance incentive.

658 I. Employees may receive up to five (5) consecutive workdays per year as unpaid leave with
659 approval of the Superintendent.

660

661

ARTICLE 22

662

COMPULSORY COURT APPEARANCES

663 A. The Board shall pay an employee called for jury duty at the employee's regularly scheduled
664 hourly rate of pay. The Board shall grant an allowance (with receipts) for parking fees and one
665 meal per day that is not to exceed five dollars (\$5.00). Such allowance is to come from the
666 compensation that the employee receives for jury duty and is not to come from the Board of
667 Education funds. Excess compensation shall be turned over to the Treasurer of the Board.

668 B. Employees must show the jury summons to their immediate supervisor as soon as possible so
669 that the supervisor may make arrangements to accommodate the absence. Employees are
670 expected to report for work whenever the court schedule permits.

671

ARTICLE 23

672

ASSAULT LEAVE

673 A. An employee who is absent due to physical or verifiable emotional disability resulting from an
674 unprovoked physical attack upon the employee, when the assault occurs on Board premises or
675 when the employee is in attendance at an official school function while in the course of the
676 employee's employment, shall, subject to the approval of the Superintendent or his/her designee,
677 be granted up to thirty (30) working days assault leave.

- 678 B. During assault leave, the employee shall be maintained on full-pay basis, as if he or she had
679 worked his or her regular schedule.
- 680 C. Assault leave may not be granted under this article unless the employee in question:
- 681 1. Has signed a written statement justifying the granting and use of assault leave.
 - 682 2. Provides a certificate from a licensed physician stating the nature and duration of the
683 disability and the necessity of absence from regular employment.
 - 684 3. Files charges, when physically able, with a law enforcement authority against the person
685 or persons involved. The Superintendent or his/her designee may waive this requirement
686 in an appropriate case.
 - 687 4. Assault leave will be charged initially while the employee is incapacitated as a result of
688 the assault. If the Superintendent or his/her designee disapproves assault leave, sick
689 leave credit will be charged to the day of the assault.

690 **ARTICLE 24**

691 **MILITARY LEAVE**

- 692 A. In compliance with ORC 5903.01, et seq., employees who are members of the Ohio National
693 Guard, the Ohio Military Reserve, the Ohio Naval Militia, or members of other reserve
694 components of the armed forces of the United States are entitled to a leave of absence from their
695 employment with the Board without loss of pay per R.C. 5923.05 for such time as they are
696 performing military duty for periods not to exceed twenty-two (22) eight (8) hour work days or
697 176 hours in any one calendar year, for each calendar year in which military duty is performed.
- 698 B. Employees who return to work after the completion of military leave will be returned to their
699 previous position with no loss of pay or benefits.

700 **ARTICLE 25**

701 **FAMILY AND MEDICAL LEAVE ACT**

702 The Board and the Union, on its own behalf and on behalf of the employees, each reserve any and all
703 rights that they are provided under the Family and Medical Leave Act ("FMLA").

704 **ARTICLE 26**

705 **UNION LEAVE**

706 A leave of absence without pay for up to one (1) year shall be granted to any employee for the purpose
707 of serving as an elected officer or staff representative of one of the Union's affiliates. Upon return from
708 such leave, an employee shall be placed at the position and wage level he/she would have advanced to
709 without said leave. Employees shall be credited with any new fringe benefits and previously accrued
710 benefits. No benefits shall accrue for the duration of said leave, with the exception that the employee or
711 the Union may pay the full cost of the group rate for all insurance benefits that the employee otherwise
712 would be entitled to receive.

713 **ARTICLE 27**

714 **SERS PICK-UP**

- 715 A. The District shall contribute to the School Employees' Retirement System (SERS), in addition to
716 the Board's required employer contribution, an amount equal to each employee's contribution in
717 lieu of payment to such employee. The amount contributed by the Board on behalf of the
718 employee shall be treated as a mandatory salary reduction from the contract salary otherwise
719 payable to such employees.
- 720 B. The total annual salary for each employee shall be the salary otherwise payable under their
721 contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred
722 salary; and, (2) cash salary. An employee's deferred salary shall be equal to that percentage paid
723 as an employee contribution by said employee and shall be paid by the Board to SERS on behalf
724 of said employee as a "pick-up" of the SERS employee contribution otherwise payable by the
725 employee. An employee's cash salary shall be equal to said employee's total annual salary less

726 the amount of the “pick-up” for said employee and shall be payable, subject to applicable payroll
727 deductions, to said employee.

728 C. The Board’s total combined expenditures for employees’ total annual salaries otherwise payable
729 under their contracts (including “pick-up” amounts) and its employer contributions to SERS shall
730 not be greater than the amount it would have paid for those items had this provision not been in
731 effect.

732 D. The Employer shall compute and remit its employer contributions to SERS based upon the total
733 annual salary, including the “pick-up.” The Employer shall report for federal and Ohio income
734 tax purposes as an employee’s gross income said employee’s total annual salary less the amount
735 of the “pick-up.” The Employer shall report for municipal income tax purposes as an
736 employee’s gross income said employee’s total annual salary, including the amount of the “pick-
737 up.” The Employer shall compute income tax withholding based upon gross income as reported
738 to the respective tax authorities.

739 E. The “pick-up” shall be included in the employee’s total annual salary for the purpose of
740 computing daily rate of pay, for determining salary adjustments to be made due to absence, or for
741 any other similar purposes.

742 F. The “pick-up” shall be a uniform percent for all employees’ total annual salary for the purpose of
743 computing daily rate of pay, for determining salary adjustments to be made due to absence, or for
744 any other similar purposes.

745 G. The current taxation or deferred taxation of the “pick-up” is determined solely by the Internal
746 Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the
747 “pick-up” will be deferred. If the IRS or other governmental entity declares the “pick-up” not to
748 be tax deferred, this section shall be null and void and the SERS contribution procedure in place
749 prior to the effective date of this provision shall be in effect.

750 **ARTICLE 28**

751 **SEVERANCE PAY**

752 Severance pay shall be a one-time, lump sum payment to eligible employees according to the following
753 provisions:

754 A. Eligibility

755 An employee's eligibility for severance pay shall be determined as of the final date of
756 employment. The criteria are:

- 757 1. The employee retires from the District pursuant to SERS regulations.
- 758 2. The employee must, within three (3) months after his/her last day of employment with
759 the District, prove acceptance into the retirement system by having received and cashed
760 his/her first retirement check.
- 761 3. The employee must sign an application form for the cancellation of accrued sick leave
762 certifying all eligibility requirements have been met. Such application must be made
763 within three (3) months of the employee's last workday. If the retiring employee notifies
764 the Board on or before the first day of March, in advance of the final workday before
765 retirement and completes his/her contract year, he/she will receive eight (8) severance
766 days as a bonus.
- 767 4. The employee must sign for the severance check certifying that the eligibility criteria
768 have been met.

769 B. Benefit Calculation

770 The amount of the severance benefit due an employee shall be calculated by:

- 771 1. Multiplying the employee's accrued but unused sick leave (up to a maximum of 224
772 days) by 25%.

- 773 2. Multiplying the product times the employee's per diem rate of pay at the time of
774 retirement.
- 775 3. The amount of the benefit calculated in steps one and two shall not exceed the value of
776 56 days accrued but unused sick leave.
- 777 a. If the employee has provided notice in accordance with A. 3 above, eight (8) sick
778 days shall be added to the calculations in steps 1 and 2.
- 779 Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the
780 employee.

781 **ARTICLE 29**

782 **HEALTH AND SAFETY**

- 783 A. The Employer agrees to provide a safe and healthful work environment. Adequate medical and
784 first aid services will be maintained by the Employer at all times.
- 785 B. Safety must be a prime concern and responsibility of both parties. The Union and bargaining
786 unit members agree to give assistance and cooperation in the prevention, correction, and
787 elimination of all unhealthful and unsafe working conditions and practices. The Employer and
788 the Union shall discuss safety-related matters, as needed at regularly scheduled or special
789 labor/management meetings.
- 790 C. The Employer may require employees who return from a sick leave of more than thirty (30) days
791 to take a physical examination or at the employee's option provide certification from his/her
792 physician that he/she is capable of performing the work required by their job.
- 793 D. All physical exams required by Ohio law or by the Board shall be paid by the Employer. Such
794 examination(s) shall be by a doctor of the Board's choice. An employee who is required to take
795 a physical exam shall receive one and one-half (1-1/2) hours pay for such exam. The Employer
796 shall not be required to pay for pre-employment exams. Transportation employees who are

797 required by 49 USC 31306 to submit to random drug testing shall receive one (1) hour of pay,
798 unless such testing is performed during their regularly scheduled working hours.

799 E. Transportation Employee Drug Testing

- 800 1. The Board shall comply with the provisions of 49USC 31306, the Omnibus
801 Transportation Employee Testing Act of 1991 by periodically testing covered
802 transportation employees (employees whose jobs require a Commercial Driver's License)
803 as required by such law for alcohol and controlled substances.
- 804 2. In the event that the testing required by 49USC 31306 discloses that a covered
805 transportation employee has used alcohol or controlled substances in violation of the law,
806 the Board shall take disciplinary action which complies with the law.
- 807 3. The Board shall inform transportation employee(s) who may be the subject of discipline
808 under this provision that he/she has the right to be represented by the Union at any
809 conference or meeting with supervision to discuss such matters.
- 810 4. Actions taken by the Board under this provision are subject to review through the
811 grievance procedure.

812 F. Uniforms

- 813 1. The employer will provide safety vests for members who are performing the duties of
814 crossing guards.
- 815 2. A rental uniform paid for by the Board shall be supplied to all custodians, maintenance
816 personnel, and bus mechanics with five (5) changes per week. Cleaning of such uniforms
817 shall be provided by the uniform rental provider contracted by the Board. The employer
818 will provide, with input from a committee, which includes the three (3) head cooks and
819 Food Service Supervisor, five (5) shirts at the time of hire bearing Delaware City Schools
820 identification. The employer will provide five (5) shirts to food service personnel each

821 year. Food service employees will be responsible for cleaning and maintaining the shirts.
822 The Board shall also supply protective aprons to all cooks. Employees who are provided
823 clothing for use at the work site shall wear the clothing during working hours.

824 G. Pupil Discipline

825 Employees who work with Career Based Intervention students or community service students
826 will be provided with in-service training in pupil support and discipline and will have available
827 appropriate forms and procedures to initiate reporting of pupils who violate the student code of
828 conduct.

829 **ARTICLE 30**

830 **INSURANCE AND BENEFITS**

831 A. For the duration of this agreement, the Board shall maintain Hospitalization and Major Medical
832 Insurance for each employee and all eligible dependents, provided that such employee is
833 regularly scheduled to perform twenty (20) hours of work per week or more and the employee
834 pays his/her percentage of the cost of such coverage, as set forth below. If both husband and
835 wife are employed twenty (20) hours of work per week or more, either the husband or wife may
836 elect a family plan. Alternatively, the husband and wife each may elect a single plan.

837 The Employee, spouse, and dependent children as defined by law shall be covered by such
838 health insurance programs providing that the employee authorizes deduction of his/her cost share
839 of the premium.

840 Effective August 1, 2014, the Employer shall provide 81% of the cost of such insurance for each
841 eligible employee as defined herein. Effective July 1, 2015, the Employer shall provide 80% of
842 the cost of such insurance for each eligible employee as defined herein. If the UE should
843 propose an insurance plan and the Board approves such plan, any employees electing to switch
844 to the UE-proposed plan shall be responsible for any cost of the plan that exceeds the Board's

845 share of the existing Board-provided plan. That is, the Board will not be responsible for any
846 additional cost arising from an employee's election to switch to the UE-proposed plan.

847 The Board shall comply with all changes in coverage required by new legislation in accordance
848 with federal and state statutes and regulations.

849 B. If an employee's hospitalization and major medical insurance is covered by a spouse, and if that
850 employee decides to opt out of the insurance plan, the treasurer will no longer deduct the major
851 medical/hospitalization cost-share from the employee's paycheck. This request will be
852 processed within fifteen (15) days of the request to leave the plan. Should that employee's
853 circumstances create the need for reinstatement into the plan, the treasurer will do so according
854 to the rules set forth by the carrier.

855 Any member who was enrolled in District health insurance coverage as of March 1, 2014 and
856 who thereafter forgoes District health insurance benefits by switching to or enrolling in a
857 spouse's non-District plan; and,

858 Any member who enrolls in District health insurance benefits and who thereafter forgoes District
859 health insurance benefits by switching to or enrolling in a spouse's non-District plan will be
860 eligible for an annual payment of \$1,000.00. Such payment will be made in one (1) lump sum
861 not later than the first pay in February. Any such member who opts out of coverage in the
862 District's insurance plan is not eligible to return to the plan for a minimum of twelve (12)
863 months, unless the employee experiences a "qualifying event" that leaves him/her without
864 insurance coverage.

865 Employees whose spouses/domestic partners are currently on the District insurance plan and
866 whose spouses/domestic partners are eligible for PPACA compliant coverage through their
867 employer may have their spouse/domestic partner opt out of the District's insurance plan in
868 exchange for a one-time, lump sum payment of \$1,000.00.

869 Any member who was enrolled in the District health plan with family coverage as of March 1,
870 2014, and who thereafter switches to a District health plan with single coverage will receive a
871 one-time, lump sum payment of \$1,000.00

872 C. The health and major medical insurance plan provides for the following deductible limits:

873 **IN-NETWORK DEDUCTIBLES AND OUT-OF-POCKET MAXIMUM**

874
875 Single plan deductible \$200.00 per plan year
876 Family plan deductible \$400.00 per plan year
877
878 Single plan out-of-pocket maximum \$700.00 per plan year
879 Family plan out-of-pocket maximum \$1400.00 per plan year
880
881 90% Co-insurance Office Visit Co-Pay \$15.00
882

883 **NON-NETWORK DEDUCTIBLES AND OUT-OF-POCKET MAXIMUMS**

884
885 Single plan deductible \$ 400.00 per plan year
886 Family plan deductible \$ 800.00 per plan year
887
888 Single plan out-of-pocket maximum \$ 1400.00 per plan year
889 Family plan deductible maximum \$2800.00 per plan year
890
891 70% Co-insurance Office Visit Co-Pay \$15.00

892 D. Prescription Drugs: As part of the Hospitalization and Major Medical insurance program, the
893 Board shall provide a prescription drug plan. The prescription drug plan shall be subject to a
894 \$100 deductible with a \$300 maximum. The co-pay for the thirty (30) day retail pharmacy shall
895 be \$10.00 for generic drugs, \$20.00 for brand-name drugs on the Preferred Drug List and \$30.00
896 for drugs not on the Preferred Drug List. The ninety (90) day mail order plan shall be \$20.00 for
897 generic drugs, \$40.00 for brand-name drugs on the Preferred Drug List and \$60.00 for drugs not
898 on the Preferred Drug List. All other prescription drugs shall be covered under the major
899 medical plan's 80/20 co-insurance and deductibles.

900 E. Dental Care Insurance: For the duration of this agreement, the Employer shall provide all
901 employees, who are regularly scheduled to perform twenty (20) hours of work per week and their

902 eligible dependents with dental care insurance. Such dental coverage shall include identical
903 benefits to the coverage in effect on June 30, 2006. The Board shall pay the full cost of such
904 dental care insurance.

905 F. Life, Accidental Death and Dismemberment Insurance: The Board shall pay the full cost of
906 group life, accidental death and dismemberment insurance for all employees. The face value of
907 such coverage for the duration of this agreement is \$30,000. If the insurance carrier makes the
908 portability of life insurance an option, the Board will make it available to employees on the terms
909 set by the insurance carrier. The employee shall pay the entire cost of the portability benefit.

910 G. District Insurance Committee: The Union shall participate on the District Insurance Committee,
911 which consists of members of UE, DCTA, OAPSE and administration and which will meet
912 quarterly. This committee's responsibilities shall include: monitoring insurance costs;
913 reviewing and recommending modifications to benefits; participating in discussions in selection
914 of insurance carriers and/or third party administrators for the health benefits plan and to develop
915 such proposals as the committee deems appropriate concerning the level of health care insurance
916 benefits. For the duration of this Agreement, from July 1, 2014 through June 30, 2016, the
917 Insurance Review Committee may recommend changes to the existing certificate of coverage
918 levels, to the extent that such changes would not cause the loss of PPACA Grandfather Status for
919 the District's health care plan. Any changes must be ratified by each party.

920 H. The District may implement a statewide health plan, if one becomes available during the term of
921 this Agreement. Alternatively, the District may implement a High Deductible Health
922 Plan/Health Savings Account (HDHP/HSA), if the Insurance Committee recommends one.

923 I. For the term of this agreement, if teachers receive a lump sum payment to offset high
924 deductibles and copays, the UE bargaining unit shall receive the same payment.

925

ARTICLE 31

926

IN-SERVICE TRAINING

927 Employees may request, in writing, permission to attend in-service training sessions. The
928 Superintendent may approve such request(s) provided that such training will potentially improve the
929 employee's ability to perform his/her work. When such training is approved by the Superintendent, the
930 employee shall be paid the Board's mileage rate for transportation and his/her hourly pay for all hours in
931 attendance at such training. Fees for the approved training shall also be paid by the Board.

932

ARTICLE 32

933

LABOR/MANAGEMENT COUNCIL

934 A Labor/Management Council will be established upon ratification of this contract. The Council will
935 consist of the Superintendent and members of the bargaining unit, as determined by the bargaining unit
936 membership. The Council will meet periodically to discuss issues and concerns of the bargaining unit
937 and of the District with the purpose of continuously improving safety and support services in the district
938 and the learning environment.

939

ARTICLE 33

940

NO STRIKE, NO LOCKOUT

941 For the duration of this Agreement (with the exception of specified wage re-openers, if any), the Union
942 and its members will not strike, nor will the Employer lockout any or all of its employees.

943

ARTICLE 34

944

CONTRACT ADMINISTRATION

945 A. Full Agreement: This agreement and its appendices constitute the collective bargaining
946 agreement between the parties; except as may be otherwise mutually agreed hereafter, during the
947 term of this Agreement.

- 948 B. Amendments to Agreement: This Article shall not bar negotiations over any subject or matter
 949 which the Employer and the Union mutually agree to negotiate. Amendments to this Agreement
 950 shall be in writing and must be signed by an authorized representative of each party.
- 951 C. Severability: In the event any of the provisions of this Agreement shall be declared illegal or
 952 repealed, only that provision shall be negotiated to comply with the law and the remainder of the
 953 Agreement shall remain in full force and effect.
- 954 D. Termination: The Agreement shall remain in full force and effect for a period of two (2) years
 955 from 12:01 a.m. July 1, 2014 until midnight June 30, 2016.

956 IN WITNESS HERETO, the parties have caused this agreement to be executed on 11 day of August
 957 2014.

958 FOR THE DELAWARE CITY SCHOOLS
 959 BOARD OF EDUCATION

960 Paul Seluff
 961 Superintendent

962 Erin Fant
 963 Assistant Superintendent

964 Deborah Poffel
 965 Board Member

966 Ted Bachur
 967 Board Member

968 Melvin N. Lee
 969 Treasurer

970 _____
 971 Date

FOR UNITED ELECTRICAL, RADIO
 AND MACHINE WORKERS OF AMERICA

Nina S. Williams
 President

Permitt K. Reute
 UE State Representative

Kathy Goddard
 Negotiating Team Member

Donald A. Shannon
 Negotiating Team Member

Jami Gardner
 Negotiating Team Member

November 5, 2014
 Date

**Appendix A
SALARY
2014-2015**

BUS DRIVER		COOK-ASS'T HEAD		COOK-ASS'T SPECIAL		COOK-HEAD		COOKS-CASHIERS		COOKS/CASHIERS SPECIAL		CUSTODIAN		CUSTODIAN-ASST HEAD		CUSTODIAN-HEAD	
1	\$17.42	1	\$13.29	1	\$19.47	1	\$14.06	1	\$12.22	14	\$19.47	1	\$12.25	1	\$14.05	1	\$14.49
2	\$17.72	2	\$13.71			2	\$14.35	2	\$12.50			2	\$12.92	2	\$14.57	2	\$14.99
3	\$18.01	3	\$14.00			3	\$14.65	3	\$12.77			3	\$13.95	3	\$15.11	3	\$15.54
4	\$18.33	4	\$14.29			4	\$14.91	4	\$13.06			4	\$14.91	4	\$15.62	4	\$16.04
5	\$18.60	5	\$14.56			5	\$15.19	5	\$13.34			5	\$15.66	5	\$16.07	5	\$16.49
6	\$18.90	6	\$14.85			6	\$15.46	6	\$13.64			6	\$16.10	6	\$16.51	6	\$16.96
7	\$19.50	7	\$15.14			7	\$15.74	7	\$13.89			7	\$16.56	7	\$17.00	7	\$17.41
8	\$19.96	8	\$15.40			8	\$16.03	8	\$14.20			8	\$17.04	8	\$17.44	8	\$17.87
9	\$20.41	9	\$15.69			9	\$16.30	9	\$14.48			9	\$17.51	9	\$17.90	9	\$18.32
10	\$20.84	10	\$15.95			10	\$16.60	10	\$14.73			10	\$17.96	10	\$18.39	10	\$18.77
11	\$21.33	11	\$16.25			11	\$16.84	11	\$14.76			11	\$18.17	11	\$18.55	11	\$19.00
12	\$21.78	12	\$16.54			12	\$17.17	12	\$15.04			12	\$18.61	12	\$19.04	12	\$19.46
13	\$22.24	13	\$16.79			13	\$17.44	13	\$15.34			13	\$19.08	13	\$19.50	13	\$19.92
14	\$22.24	14	\$16.79			14	\$17.44	14	\$15.34			14	\$19.56	14	\$19.96	14	\$20.38
15	\$22.47	15	\$17.02			15	\$17.65	15	\$15.55			15	\$20.44	15	\$20.84	15	\$21.30
16	\$22.47	16	\$17.02			16	\$17.65	16	\$15.55			16	\$20.91	16	\$21.33	16	\$21.75
17	\$22.47	17	\$17.02			17	\$17.65	17	\$15.55			17	\$20.91	17	\$21.33	17	\$21.75
18	\$22.91	18	\$17.28			18	\$17.96	18	\$15.86			18	\$21.12	18	\$21.54	18	\$21.95
												19	\$21.12	19	\$21.54	19	\$21.95
												20	\$21.12	20	\$21.54	20	\$21.95
												21	\$21.63	21	\$22.02	21	\$22.41

**Appendix A
SALARY
2014-2015**

DISPATCHER		MAINTENANCE- LEVEL 1		MAINTENANCE- LEVEL 2		MAINTENANCE- SUPPLY/GNDS		MECHANIC		MECHANIC- ASST		MECHANIC- HEAD	
1	\$14.24	1	\$19.98	1	\$16.49	1	\$13.40	1	\$18.02	1	\$15.30	1	\$20.27
2	\$14.74	2	\$20.43	2	\$16.93	2	\$13.92	2	\$18.52	2	\$15.70	2	\$20.76
3	\$15.29	3	\$20.87	3	\$17.40	3	\$14.45	3	\$19.05	3	\$16.10	3	\$21.26
4	\$15.79	4	\$21.20	4	\$17.84	4	\$14.95	4	\$19.56	4	\$16.50	4	\$21.78
5	\$16.24	5	\$21.80	5	\$18.33	5	\$15.48	5	\$20.05	5	\$16.91	5	\$22.29
6	\$16.71	6	\$22.27	6	\$18.77	6	\$16.01	6	\$20.58	6	\$16.91	6	\$22.79
7	\$17.16	7	\$22.72	7	\$19.23	7	\$16.52	7	\$21.08	7	\$17.13	7	\$23.30
8	\$17.62	8	\$23.22	8	\$19.67	8	\$17.03	8	\$21.60	8	\$17.13	8	\$23.80
9	\$18.07	9	\$23.64	9	\$20.12	9	\$17.57	9	\$22.09	9	\$17.13	9	\$24.29
10	\$18.52	10	\$24.09	10	\$20.60	10	\$18.07	10	\$22.61	10	\$17.55	10	\$24.83
11	\$19.00	11	\$24.65	11	\$21.05	11	\$18.60	11	\$22.61			11	\$25.30
12	\$19.46	12	\$25.01	12	\$21.50	12	\$19.14	12	\$22.81			12	\$25.30
13	\$19.92	13	\$25.01	13	\$21.50	13	\$19.65	13	\$22.81			13	\$25.52
14	\$20.38	14	\$25.24	14	\$21.74	14	\$20.16	14	\$22.81			14	\$25.52
15	\$21.30	15	\$25.24	15	\$21.74	15	\$20.16	15	\$23.34			15	\$25.52
16	\$21.75	16	\$25.24	16	\$21.74	16	\$20.41					16	\$26.02
17	\$21.75	17	\$25.60	17	\$22.17	17	\$20.41						
18	\$21.95					18	\$20.41						
19	\$21.95					19	\$20.95						
20	\$21.95												
21	\$22.41												

Appendix B

JOB AND STEP SCHEDULE

- A. Cooks who were hired prior to July 1, 1999 shall be exempted from performing Cashier work. All Cook-Cashiers hired after the effective date of this Agreement are expected to work a combination of Cook and Cashier job functions.
- B. Pre-1994 Cashier rates do not apply to newly hired employees and will be phased out when current pre-1994 Cashiers terminate employment.
- C. Newly hired employees shall be required to successfully complete the probationary period before becoming eligible to be advanced to the next step on the step schedule.
- D. Effective August 1, 2004 the Dispatcher position shall be a twelve-month position and shall be paid in accordance with the Dispatcher salary schedule. During those times when the Dispatcher drives a school bus, the Dispatcher shall be paid at the Dispatcher's salary step applied to the bus driver pay schedule currently in effect.

AFFECTING BUS DRIVERS

- A. Routes: Drivers shall keep their current routes until vacated by retirement, quit, discharge for just cause. The District reserves the right to change the composition of routes as needed. Vacant routes or new routes shall be posted under the procedures outlined herein in Article XV, Seniority, Vacancies and Transfers. All bus route vacancies which are caused by the filling of such initial route vacancies shall also be filled in accordance with Article XV.
1. If a new route/add-on is posted between July 1st and September 15th, it shall be posted for two (2) days, as opposed to the typical five (5) days, and employees may relinquish their route/add-on and bid on the new work by seniority; provided that the new work will not cause the employee to be scheduled for more than eight (8) hours per day.
- Any new AM/PM route established or vacated after the first four (4) weeks of school shall be offered to the unassigned drivers by seniority, separate from any add-ons. If none of the senior unassigned drivers accepts the AM/PM route, the least senior unassigned driver must perform the work. Any new add-ons or existing add-ons vacated by another driver after the first four (4) weeks of school shall be posted and assigned to the most senior regular route driver bidding on the work, provided the add-on does not conflict with the driver's regular AM/PM route.
- B. Pre-Trip Inspections: Drivers shall receive thirty (30) minutes of pay for daily pre-trip inspections and routine cleaning and fueling. If a route or run requires that a driver uses a second bus or a replacement bus and such bus has not, as certified by the Transportation Supervisor, received a complete pre-trip inspection on that day, such driver shall receive an additional thirty (30) minutes of pay for performing a pre-trip inspection.
- C. Hourly Pay Basis: Bus Drivers shall be paid a trip rate of \$13.10 per hour for the 2013-2014 school year to cover both waiting and driving time for all extra bus trips. All extra bus trips on Sunday shall be paid at a rate of time and one-half (1-1/2) as such. The field trip rate shall be increased by 2.25% for the 2014-15 school year, plus \$0.25 (to equal \$13.65). The trip rate shall be increased by the same percentage as the increase to the base rate for each year of the Agreement in which the base rate is increased.
- D. Meetings: Bus drivers shall receive their normal hourly pay (and applicable overtime, if any) for attending meetings required by the Employer.
- E. Bus Use: Midday and noontime route drivers and bus drivers who work any extra runs may take their buses to other locations only by mutual agreement between the driver and the Transportation Supervisor. Such other locations shall be agreed upon at the beginning of the year at the meeting to finalize the driver's route hours.
- F. Assistance to Bus Drivers: Consistent with all applicable state and federal laws, bus drivers shall be included in student IEP conferences where the issue of controlling or modifying a student's behavior or interactions with other students is at issue.

- G. Absences: When a regular route driver is absent from work, the Employer shall assign the replacement driver for that route.
- H. Bus Driver Call-In Pay If a field trip that was scheduled to begin more than one (1) hour after the completion of the driver's regular route time is cancelled without prior notice to the driver, the driver will be guaranteed a minimum of two (2) hours pay at the field trip rate. Prior notice of trip cancellation may be given to a field trip driver by paper, cell phone or telephone call to a number provided by the driver. Drivers will provide the bus dispatcher with all appropriate phone and pager numbers.
- I. Extended Learning Opportunity ("ELO") after-school routes will be assigned using a continuous single-District trip rotation limited to the assignment of ELO routes.
- J. Unassigned bus drivers shall receive four and one half hours (4 1/2) route pay effective with the 2004/2005 school year.
- K. Bus drivers shall be allowed to park buses at areas other than the schools during a layover only with mutual agreement between the driver and the Transportation Supervisor.
- L. The Board agrees to maintain a refrigerator, a coffee pot, a microwave oven, and a toaster oven with an appropriate horizontal surface in the bus garage.
- M. If a video is taken from a bus to investigate alleged or suspected driver misconduct, the driver will be notified that the video has been taken for purposes of investigation of alleged/suspected misconduct, unless legal authorities have directed otherwise.

APPENDIX D
BUS DRIVER FIELD TRIP ROTATION

- A. The Employer shall require its staff to submit a bus field trip request not less than two (2) weeks prior to the date of the trip.
- B. As used in this Appendix E, "Field Trips" are defined as any extra-curricular and co-curricular (such as athletic, band trip or trip for any other student organization).
- C. Subcontracting of a field trip may only occur if the field trip transportation costs are paid by a source other than the Board and if the Board and UE local Executive Board mutually agree that subcontracting may occur. The first attempt will be route driver field trip rotation list; then second will be substitute bus drivers, or until all other measures have been exhausted.
- D. Trip Assignments shall be accomplished by offering field trips to bus drivers utilizing one rotation list.
- E. All bus drivers will be included on the field trip rotation list unless they give written notification to the Transportation Supervisor two weeks following the beginning of the school year or initial employment date.

1. The single list rotation system shall be governed by seniority, shall not run continuously from year to year, but shall start over at the beginning of each new school year.
 - a. The seniority list for field trips shall start with the most senior driver and will proceed completely through the list until all drivers on the list have been assigned a trip.
 - b. Only those route drivers that are employees of the Board shall be assigned field trips. When all route drivers have refused the field trip(s) then substitute drivers will be utilized.
 - c. To be eligible for an assigned field trip, the driver must work their regularly scheduled a.m. and p.m. shift assignment prior to the start of the p.m. field trip. When using a personal day, a driver is only eligible for a field trip that begins after their assigned p.m. route time.
 - d. New trips will be assigned as follows: First week of July, August (starting Convocation day) and September trips will be assigned; first week of August, October trips will be assigned; first week of September, November trips will be assigned; first week of October, December trips will be assigned, etc., through the last school day. Separate rotation list shall be used for trips during summer breaks.
2. Runs between the traditional am and pm routes that need coverage due to absence of the regular route driver and trips of less than two (2) hours between the traditional am and pm routes or other mid-day runs in the same time period of two hours or less that arise for other reasons (collectively "mid-days") shall be handled by a separate rotation list and shall not be counted as a field trip. Open mid-days shall be assigned by seniority rotation to those employees who sign the mid-day weekly election sheet indicating availability for a mid-day the following week. Employees must sign the mid-day weekly Election sheet by noon on Monday for the following week to be eligible for available mid-days. If a driver accepts and then turns back in a mid-day, he/she is not eligible for a different mid-day on the day of the turned in trip. In cases where the route driver is absent for a full day, the bus driver assigned will have the mid-day responsibility. Exceptions to this provision are addressed in Appendix D, Section E. 6 and 7 and urgent, unscheduled mid-day runs that require an immediate response.
3. Drivers who accept a field trip after any route shall be paid at the field trip hourly rate with a minimum of up to two (2) hours pay provided that such pay does not overlap contracted route pay.
 - a. The bus driver who loses any portion of an a.m. (after 7:30 a.m.) or p.m. (after 3:00 p.m.) route by accepting an assigned field trip will be paid at his or her regular driving rate for those hours of the field trip that conflict with the regular route time, and then will be paid the field trip hourly rate for the remaining hours of the field trip.
 - b. After arriving for the field trip, if the decision is made to reduce the number of buses that have been assigned, the most senior driver(s) shall have the option of keeping

their trip or returning to the Transportation Center and receiving the two (2) hour minimum pay.

- c. If a trip event or activity is cancelled or postponed before it is completed, the rescheduled trip, if any, will be assigned to the original driver.
4. Any driver who is assigned a field trip has until 2:30 p.m. two (2) working days prior to the departure date to turn that trip back in to the Dispatcher (example: A Wednesday field trip needs to be turned in by 2:30 on the preceding Friday). Any driver that turns in two (2) trips with less than two (2) working days prior notice will be bypassed for the next two (2) turns on the rotation list, except where such cancellation is due to illness or other verifiable emergency. After four (4) such turn-ins, that driver will be removed from the rotation list until the next signup period.
5. Trips (all new and turn-ins) will be assigned as follows by the Dispatcher, with the exception of summer break. The sequence of all new field trips for any specific workweek shall be offered in order of the departure time of the trip. The Transportation Dispatcher shall post all such trips each Friday for the following week. The posting (in a readily accessible area) shall include the driver's name, the date of departure for the trip, group, date assigned, and column for turn-in date and driver's initials. Trips that are turned in by a driver will be reassigned as the next trip out to the next driver in the single list rotation.
 - a. When drivers are assigned and accept trips that result in relinquishing their route for a day or period thereof, the route may be covered by an unassigned driver, substitute driver, or by doubling up routes (safely) for coverage. If there are no such options available to cover the route, the driver assigned the trip would not be eligible and would run their daily route and the field trip will be canceled.
 - b. Assigned trips turned in by the drivers to the Dispatcher shall be time/date stamped and initialed by the driver on the day the trip sheet is placed in the trip turn-in box or given to the Dispatcher.
 - c. There shall be no trading of trips. In the event that a driver is unable to take a trip that he/she had previously been assigned, the trip shall be offered to the next driver on the rotation list.
 - d. Tournament field trips will be scheduled as a single current trip. With each win by the team, an additional field trip will be scheduled for the tournament.
6. In cases where disabled students or students with a special IEP require bus transportation for field trips, the Transportation Supervisor may assign a bus driver who is experienced and has received specialized training in assisting such students without utilizing the field trip rotation list described herein. In such cases, the driver shall be charged for one (1) trip under the provisions described.

7. Trips involving more than 9 students shall be accomplished by using regular route drivers or substitute drivers under the provisions described herein except in cases where such requirement is precluded by law or an IEP.

8. Special trip rotation for summer breaks – Six (6) weeks prior to the beginning of summer break, the Transportation Supervisor shall notify all drivers in writing that he is seeking drivers who are willing to run field trips during the breaks. Drivers who wish to drive the field trips shall notify the Transportation Supervisor in writing one month prior to the beginning of the break period that they will be available. The drivers who so notify the Transportation Supervisor shall be placed on the special trip rotation list. The list shall be arranged in seniority order for the summer break.

Appendix E

AFFECTING FOOD SERVICE EMPLOYEES

- (1) Catering Rate: The hourly rate for food service employees for work performed during banquet functions shall be \$14.63 per hour, plus any applicable overtime premiums. The catering rate shall be increased by the same percentage as the increase to the base rate for each year of the Agreement in which the base rate is increased.
 - (a) Catering performed during the summer when school is not in session and during the school year for catering work performed outside the regular work schedule of the person to whom the catering work is assigned. If student food service is made available during the summer months, the catering rate will not be applicable to student food service.
- (2) Loading and Lifting Assistance: The employer recognizes that food service employees may need routine assistance in the loading and unloading of truck and/or in the placement and storage of necessary materials and food supplies and shall take reasonable action to assure that such assistance is available.
- (3) Satellite Kitchen Servers: The Board shall take reasonable action to assure that a 2nd server is regularly scheduled to assist cooks in serving meals at so-called satellite schools.

APPENDIX F

ATTENDANCE FOR EMPLOYEE DEPENDENTS

- A. Employees who live out of the Delaware City Schools District have the right to have their child/children attend the Delaware City Schools K-12 educational program tuition free. The Board is not obligated to provide transportation to the employee's child/children
- B. Employees who reside outside the School District will be permitted to apply for pre-school services, provided that no consideration shall be required until all District resident applications have been addressed. Applications for pre-school services will be kept on file.

**APPENDIX G
MISCELLANEOUS**

1. Second shift custodians shall be permitted to leave their respective buildings to attend the monthly UE membership meetings; provided that, the custodian makes up all lost time by staying beyond the end of his/her normal shift for that period of time equal to the time he/she was not working due to attendance at the UE meeting.
2. For special events, bargaining unit members in the classifications of work needed will be offered the opportunity to work in seniority order. If an insufficient number of employees in the classifications of work needed accept the work, it will be offered to other qualified bargaining unit members in seniority order. No employee may take extra work for a special event that conflicts with his/her regular work. Employees who work outside of their classification for special events will be paid their regular rate (their regular classification) for such work.

SECTION 5705.412 CERTIFICATE OF
ADEQUATE REVENUES
OAC SECTION 3301-92-05

**Negotiated Collective Bargaining Agreement Between the Board of Education, Delaware City
School District and the UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF
AMERICA (UE) for the period from July 1, 2012 through June 30, 2014**

The undersigned, Treasurer, Superintendent, and President of the Board of Education of the Delaware City School District, located in Delaware County, hereby certify in connection with the contract referenced above (the "Contract") that:

The school district has in effect for the term of the Contract, the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the district, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel and programs for all of the days set forth in the adopted school calendar for the current fiscal year and for those school days in the succeeding fiscal year which are or will be scheduled to take place during the term of the Contract.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of November 2012.

DELAWARE CITY SCHOOL DISTRICT
DELAWARE COUNTY, OHIO

By: _____
Title: President, Board of Education

By: _____
Title: Superintendent

By: _____
Title: Treasurer